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supervisor's approval, to temporarily trade shifts for a maximum period of time of two (2) weeks for personal reasons. This period may be extended for not more than 3 months, 1 semester or 1 quarter, whichever is shorter, for educational reasons or for 3 months for medical emergencies in support of immediate family. If the employee withdraws, drops or terminates the class or classes that justified the shift trade or if the medical emergency ends, the shift trade will be discontinued. When such shift trades are permitted, each of the two employees involved in the shift trade will assume the other's overtime hour's record, and continuous service date for scheduling and canvassing purposes only, for the duration of the trade. Shift trades will not be approved which circumvents shift preference.

- (1) A one day shift trade on Saturday is permissible, provided that the trade does not generate additional cost and that both employees requesting the one day trade are in the same classification and both are scheduled in classification on the sixth day (Saturday).
- (c) An employee shall have shift preference when a permanent vacancy occurs on his next preferred shift within his classification according to his seniority. Each employee shall sign a shift preference card stating their first, second and third choices of shift preference. Such cards will be on file in each department office. Shift preference assignments will be made from these cards. It shall be the employee's responsibility to initiate any changes in his preferences.

When jobs are posted in accordance with Section 6 of this Article, the posting will designate the shift on which the vacancy will occur. Changes in shift preference cards will be honored until the time of posting. If the job is not filled as a result of that posting, or when it is not necessary to post a job, changes in shift preference cards will be recognized and honored for a particular vacancy up to the time that the Employment Department has made a commitment to a person to fill a vacancy, either to a new hire or to an employee being offered a job outside the bidding procedure.

An employee awarded a job and awaiting physical transfer will be considered for shift preference according to his seniority on any subsequent vacancies within the classification based on his shift preference card.

Shift moves will be made on the first scheduled work day in the week following the week in which the replacement has completed his learning time.

- (d) An employee transferring from one classification to another classification shall be placed on the shift vacancy remaining after employees on the job, or employee's physically awaiting transfer as outlined in paragraph (c) of this section, have exercised their rights.
- (e) Learners shall be assigned to the shift on which their training may best be handled for the duration of the learning period only.

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- (f) Employees who have gained their preferred shift shall not be removed from their shift by other employees, except when employees with more seniority are transferred to a job due to being surplus labor, or an employee returns to his regular shift from a leave of absence, or when it becomes necessary to balance employees on shifts because of changes in production schedules.
- (g) Surplus labor as described in (f) refers to:
  - (1) An employee removed from their job as a result of a permanent surplus of labor on one operation or group of operations.
  - (2) An employee removed from a job as a result of being displaced by another surplus employee.
  - (3) An employee removed from a job as a result of being displaced by another employee exercising rights under Article VIII, Section 8.
- (h) Permanent shift trades will be allowed provided seniority and shift preference are adhered to and that no employee is displaced from their preferred shift as a result of the trade. The trade will be considered permanent, involve the next most senior employee in line to obtain their preferred shift, and must be approved by Management.

### Section 6—Filling Of Vacancies Other Than Maintenance

- (a) Permanent vacancies or new jobs shall be posted at designated locations throughout the plant and will remain posted for four (4) consecutive working days. Employees who wish to apply for the posted vacancy will complete the job vacancy application form in its entirety within the posting period. The application form must be signed by the employee with the original copy deposited in the locked box provided for this purpose, located at the front entrance of the plant. The employee copy is to be retained by the employee.
  - (1) When it becomes evident that the duration of an employee's sick leave, leave of absence, or light duty will be beyond six months, his job will be filled by the filling of vacancy procedure. Said period may be extended by mutual agreement of the parties.
- (b) Posted vacancies shall be filled by eligible and qualified bidders in the following manner:
  - (1) First preference for the posted vacancy will be given to the senior employee in the plant who has been removed from the job previously because of being surplus labor, and who has not had a previous chance to return to the job. Such employees must have been permanently assigned to the job and satisfactorily completed the learning time to be eligible to return to the job where they were surplus.

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- a) Employees on medical layoff will be considered for recall to jobs for which they retain surplus rights and for which they can still qualify within their current medical restrictions under paragraph 1 above with other employees with surplus rights.
- (2) Next preference for the posted vacancy will be given to the senior eligible employee in the plant who can meet employment qualifications for the job.
- (3) Next preference for the posted vacancy will be given to the senior qualified employee that is surplus labor or on layoff from any bargaining unit job, without the requirement to fill out job bid application.
- (c) Employees awarded a position above will be transferred to the new position within thirty (30) days. Exception to this provision may be made when unusual circumstances arise and the Union will be advised.

Transfers are to be made effective on the first scheduled workday in the work week. However, when the first days of a work week are holidays, transfer will not be made effective until the first scheduled work day following.

Likewise, a transfer will not be made so that it becomes effective while an employee is on vacation. (This also could effect an employee's holiday pay if a holiday fell during vacation.)

- (d) It is understood that only one vacancy caused by following the procedure outlined in this section will be posted (a maximum of two postings). After results of the final posting are known, or if there are no successful bidders after following the procedure outlined in paragraph (b), the vacancy remaining will be offered to eligible employees, in the plant or on medical layoff, by seniority, who were previously surplus from the job. If an employee does not accept such offer to return, the employee's surplus rights are nullified. If no surplus employee exists in that vacancy, the vacancy remaining will be filled by the senior qualified employee on layoff, or if none on layoff, by hiring from the outside.
- (e) Any given job that has been posted will not be posted again until seven calendar days has elapsed. Any vacancy arising during this period shall be offered to the next preference employee of the last posting as out-lined in paragraph (b) above.
- (f) Employees will not be eligible to transfer under the bidding procedure as outlined in this section until they have met the following requirements:
  - (1) They have worked twelve (12) months from date of hire or latest award on a job with less than eight (8) weeks learning time.
  - (2) They have worked eighteen (18) months from date of latest award on a job with eight (8) weeks or more learning time.

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- (3) They have worked twenty-four (24) months from date of hire on a job with eight (8) weeks or more learning time in order to transfer to another job.

These restrictions do not apply to the following:

- (4) Employees working on a job as a result of being surplus labor.
- (5) An employee removed from a job as a result of being displaced by another surplus employee.
- (6) An employee removed from a job as a result of being displaced by another employee as a medical or disqualified placement.

Employees placed under the above numbers 4, 5, and 6 will have bidding eligibility restored.

- (7) Employees assigned to a temporary job, or a sequence of temporary jobs, if combined time on the temporary assignments and time on previous job is in accordance with this paragraph (f).
- (g) Temporary vacancies will not be posted. This includes vacancies caused by absentees, temporary jobs, leave of absence, sick leave under six (6) months or periods of vacation four (4) weeks or more, and exists until the exit vacancy is filled. Such temporary vacancies may be filled by temporary transfer, or by hire.

When a temporary vacancy exists in a classification for 30 days or more and the vacancy has been filled, one employee in the classification may fill the existing vacancy by exercising his shift preference as provided in Article VIII, Section 5 (c) above. When the temporary vacancy is being filled with a new hire, employees within the classification will be allowed to exercise their shift preference by seniority. When cause of the temporary vacancy ceases to exist any labor hired for such vacancy will be surplus labor.

An employee who has exercised his shift preference will be returned to his permanent shift. It is understood that no department employee will be laid off as long as there is need for coverage for temporary vacancies in that department. The least senior employees in a department retained because of the need to fill temporary vacancies will be considered as on notice of layoff and will be laid off upon the return of regular employees.

Such retention shall be limited to thirty (30) days unless mutually agreed to extend the time.

If a temporary vacancy occurs within a crew operation, a qualified employee may be offered the more highly skilled operation. Preference will be given to members

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of the crew involved. Any vacancy left by such move may be filled in like manner or as provided above.

- (h) Prior to establishing a job on a trial basis, the Company will meet with the Local Union. Such trials shall be no more than four (4) months. The Area Manager of the department involved would hold a meeting with the interested representatives of the Local Union to discuss the proposed trial. Follow-up meetings, for updating purposes, would be held each month for the duration of the trials. How the labor for the trial would be supplied would also be discussed at the meetings with the emphasis on the use of balance crew personnel to the extent possible. It is understood that the trial period should impact the normal operation of the department to the minimum level possible.
- (i) Nothing in the seniority provisions shall be so construed as to require the placement of employees on jobs for which they are not qualified.

**Section 7—Exceptions To Bid Procedure**

- (a) Production Balance
  - (1) Production Balance employees may be maintained for the purpose of balancing production in cases of absentees, emergencies, temporary vacancies, sick leaves, vacations, experimental work, and assigned when needed to work as regular employees.
  - (2) Production Balance employees will be assigned to shifts in accordance with the applicable provisions of Article VIII, Section 5 of this Agreement with the understanding that they may frequently change shifts in order to balance production as described in (a) above and in consideration of each other's qualifications to perform the required work.
  - (3) Overtime available to Production Balance employees will be distributed as equally as practicable among those on the same shift, considering each other's qualifications to perform the available work.
    - i) Production Balance employees are considered as in-department employees for the department to which they are assigned at the beginning of the shift during which the daily overtime requirement occurs.
    - ii) Production Balance employees will be considered for daily out-of-classification overtime in the job assigned at the beginning of their regular shift prior to the overtime opportunity going to other out-of-classification signers.
  - (4) Production Balance classification will be filled by appointment, and a Production Balance employee may be removed at the Company's option.

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An employee so removed will be considered disqualified from this classification and shall be placed as outlined in Article VIII, Section 8 (a). The Company will follow the established "Company Appointment" guidelines for selection of employees to the Production Balance classification.

Production Balance employees will be eligible for transfer subject to the Filling of Vacancies provisions in Article VIII, Section 6.

Except for departments where there are recognized job groupings, Production Balance transfers from department to department will be considered as a bid for the purpose of determining subsequent bidding eligibility as outlined in Article VIII, Section 6.

- (5) Temporary shift assignments made to a less preferred shift should be made for the reasons outlined in paragraphs (a) and (b) above. In all cases the subject Production Balance person is to be qualified to perform all aspects of the job.
- (b) Labor Trainer  
The Company will follow the established "Company Appointment" guidelines for selection of employees to the Labor Trainer classification.

### **Section 8—Disqualification**

- (a) Other than medical:

When an employee with seniority rights fails to qualify on his regularly assigned job for reasons other than physical disability, he will be referred to the Employment Department for placement in the following order:

- (1) Fill an available vacancy.
- (2) If there are no vacancies, bump into the first job for which he can qualify in line with his seniority by starting with the least senior employee in the plant.

Insofar as shift preference, an employee placed under this section will be initially assigned to the shift vacancy remaining.

Prior to pursuing a disqualification, a thorough investigation of the case will be completed including evaluation, investigating, and documentation of the facts ensuring proper disposition. In questionable cases, disposition by some other means than disqualification may be required. In cases where the employee has been disqualified for the third time in a one (1) year period, Company and Union officials will meet to discuss possible alternatives for disposition which would include termination of employment.

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(b) For medical reasons:

(1) An employee who is no longer able to perform his regular job because of physical disabilities, as certified by the Company physician, shall be referred to the Employment Department for placement on a job for which he qualifies and is physically able to perform, in the following order:

- a) Fill an available vacancy.
- b) If there are no vacancies within the applicable medical restrictions, bump into the first job for which he can qualify in line with his seniority by starting with the least senior employee in the plant.

Insofar as shift preference, an employee placed under this section will be initially assigned to the shift vacancy remaining. Under no circumstances will a medically restricted employee be allowed to fill a vacancy or bump into a classification that he is not physically able to perform. These moves shall be made on the recommendation of the medical information and subject to mutual agreement by the Union President and the Human Resources Manager or their designees. This move will be considered a trial and will not be counted in the bumping restrictions if the trial is an unsuccessful placement. Insofar as workstation preference, one workstation preference move will be allowed on-shift before the employee is assigned a workstation following a successful trial.

(2) In cases where an employee may be bumped by the medically restricted employee, the medical placement will be given sufficient time to acclimate to the job before the affected employee is bumped.

An employee removed from their job as a result of a medical placement will be given the option to either:

- a) Fill an available vacancy, or
- b) Bump into their previous job classification seniority permitting.

If the employee is unable to be placed under the above options, they will bump into the first job for which they can qualify in line with their seniority by starting with the least senior employee in the plant.

An employee who is placed under this provision by use of their bumping privilege will not be eligible to bump again under the provisions of this paragraph (b) until a one-(1) year period has elapsed. Employees unable to bump will be treated as medically restricted awaiting suitable placement and will be handled under the appropriate terms of the S.U.B. Agreement in effect at that time.



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### Section 9—Medically Restricted Placements

In the event it becomes necessary to make a placement of an employee with permanent medical restrictions, it shall only be into a job classification they are physically able to perform. Such placements will be consistent with the trial language used for placing medically disqualified employees in Section 8 of this Article. If the placement is unsuccessful, the employee will retain all surplus privileges they had prior to the start of the trial. A successful placement of the employee will not change surplus privileges, which were available prior to the new placement.

### Section 10—Surplus Labor And Layoffs

- (a) When there is a permanent surplus of labor on one operation or group of operations, employees shall be removed from such jobs in reverse order of seniority. Employees so removed from their jobs shall be referred to the Employment Office to fill available vacancies. If there are none, or they cannot qualify for the vacancy, employees with at least one (1) year's service will be given the opportunity to bump the least senior employee on the last job on which the surplus employee has been permanently assigned and satisfactorily completed the learning time, providing they have greater seniority than the least senior employee in the classification; or bump into a job for which they can qualify by starting with the least senior employee in the plant. An employee with less than one (1) year's service or any employee with seniority who is removed from his job as a result of being bumped by surplus employees will be given the opportunity to bump into a job for which they can qualify by starting with the least senior employee in the plant. If no vacancies exist and in lieu of bumping, an employee with seniority may take a voluntary layoff. If the surplus employee is unable to bump, he shall be laid off and be subject to recall as provided in Section 12 of this Article.

During the six months following a Company declaration of a surplus condition, if in any 30 day period the Company staffs any one of the surplus positions an average of more than four hours per day worked, that surplus condition will be considered reversed and affected employees will be given the opportunity to return to the classifications and shifts assigned at the time of the transfers due to surplus. Persons who elect to return to their position, will be returned to the position. If a person declines to return to the position, the job will be posted and the person who declines to return will remain in his present position.

After six months, if during any 30 day period the Company staffs any one surplus position an average of more than four hours per day worked, the Company will post the job for bid. The restriction provided by this provision may be waived by mutual agreement between management and the Union.

- (b) When a group of employees are surplus at the same time, the senior employee shall be handled first in the Employment Office.



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Notwithstanding the provisions of paragraph (a) above, when there is a permanent surplus of labor on one operation or group of operations (excluding bump situations) which would otherwise result in the layoff of employees with one (1) or more years of seniority, an equivalent number of senior employees on that operation or group of operations will be permitted upon their request to take an optional layoff. The appropriate division committeeman will be notified by the Company of a surplus of labor condition and requests from eligible senior employees who are interested in taking an optional layoff (and thereby waiving any layoff notice) must be received by the Area Manager or the equivalent within forty-eight (48) hours after the Company's notice.

When an employee elects to return from optional lay-off, after having been on layoff for ninety (90) days or more, and a permanent surplus labor condition exists as described above, another senior employee on that operation will be permitted to take an optional layoff.

- (c) When employees with seniority may be subject to layoff due to curtailment of production, the Company will give three (3) days' advance notice to said employees, and provide work for said three (3) working days, or pay in lieu of work for that part of three (3) days for which work is not made available. Any employee who has not been notified during absence from work will not be entitled to notice, provided such employee has been absent for three (3) working days. An employee on an excused absence the day of notification will be notified under the same conditions as Article V, Section 2 (c), reporting pay.
- (d) A written list of the names, department numbers, classifications and seniority dates of employees processed to layoff will be given to the Union President. This list will be provided to the Union President at the time employees are notified of the intention to process them to medical or other layoff.
- (e) If an employee is laid off and at the time of layoff is performing his job in an acceptable manner despite some previous injury or disability, and when recalled to work, a physical examination reveals his condition to be no worse than it was at the time of layoff, the fact that he had been previously disabled shall not in any way prejudice his recall.
- (f) Notwithstanding the provisions of this Agreement, the Company may, without the requirement of making a layoff of employees in accordance with the layoff procedure, reduce the schedule due to production requirements for a classification, department or departments to not less than twenty-four (24) hours per week, or may reduce the scheduled hours below twenty-four (24) for not more than two (2) consecutive weeks, or for not more than two (2) weeks in any six (6) week period. The foregoing shall not be construed to require reducing the number of scheduled hours below the number of hours in the standard work week before laying off employees in accordance with the layoff provisions of this Agreement.

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If an employee is ineligible for a Short Work Week Benefit and is serving a State System "waiting week" during one of the weeks of such reduced schedule and such week is not a week of layoff in accordance with the layoff procedure, said week will be deemed to be a temporary layoff out of line of seniority in conformance with Article 1, Section 1 (b) (4) of the Supplemental Unemployment Benefit Agreement.

- (g) **Short Term Layoff Alternatives.** To the extent feasible the company will seek to avoid short term layoffs of less than eight (8) weeks. Employees will be entitled to utilize existing optional layoff provisions for all layoff situations, including a short-term layoff. The need for the Company to reduce schedules for inventory adjustment purposes was recognized and is not affected by this provision. Emergency situations caused by unplanned or unexpected events may create exceptions to the obligation of the parties to try to avoid short term layoffs.

In an effort to avoid or minimize a short term layoff the Union and Company may develop work sharing methods not to exceed eight (8) weeks. The parties may agree to such means to avoid or minimize the short term layoff as labor pools, special training or education sessions, inordinate temporary transfers, the performance of meaningful normally unassigned work, adjusting vacation schedules when feasible, shared jobs, etc. These listed examples in no way are intended to restrict the suggestions or ideas of the parties.

### Section 11—Preferential Hire

- (a) An employee on regular layoff with recall rights from a tire plant covered by a collective bargaining agreement between the USW and Titan will be given preference in hiring at another tire plant covered by a collective bargaining agreement between the USW and Titan where all eligible laid-off employees have been recalled and new employees are being hired for work on which the laid-off employee has qualifying experience. A laid-off employee desiring to exercise his preferential hiring rights under the conditions of this paragraph shall make written application for employment at other plants covered by a collective bargaining agreement between the USW and Titan during the period of time he continues to accumulate service for recall purposes at the plant from which he was laid off with recall rights.
- (b) Any laid-off employee who is hired will be hired as a new employee without service credit for seniority purposes. For all other purposes, he will be credited with the amount of continuous service he had at the time of his layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Article VIII, Section 12(b), as if he were being recalled from layoff.
- (c) All such laid-off employees shall be required to satisfactorily complete a physical examination prior to hire. The physical examination will be the same type given to employees being recalled from lay-off except those employees laid-off more

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than two (2) years will be required to satisfactorily complete a physical examination of the same type given to new hires. Application of this paragraph does not preclude preferential hire of an employee to a job he was able to perform with a physical disability at his former plant prior to lay-off, provided his disability has not worsened.

- (d) An employee exercising preferential hiring rights will be granted pay-in-lieu of time off for any vacation eligibility after the employee has been continuously employed for thirty (30) days at the new plant. An employee with residual vacation eligibility will be paid pay-in-lieu of time off by the employee's former plant. Consistent with production requirements and local plant practices, new preferential hires will, upon their request, be granted 100 hours of time off without pay during the current calendar year. Application of this paragraph does not affect the application of Article VIII, Section 3 (b).
- (e) Should a laid-off employee who has applied for preferential hire refuse a job for which he is qualified, preferential hiring rights will be terminated. Such refusal will not prejudice the employee's right to benefits under the Supplemental Unemployment Benefits Plan and the Benefits Agreement, provided the employee is eligible for such benefits.
- (f) A laid off employee who preferentially hires will be eligible for recall to the former plant after 12 months have elapsed since the date of preferential hire. An employee who has retained recall rights to the former plant will be eligible for recall at any time if the recall list has been exhausted and a job is to be filled with a new hire at such former plant.

In the application of Article VIII, Section 11 (b) of the Collective Bargaining Agreement, an employee who accepts recall to his former plant will have neither his former plant seniority date nor his pension service date adversely affected in relation to other employees at that plant as the result of the application of the first paragraph of this Article VIII, Section 11 (f).

An employee who preferentially hires will receive a Relocation Allowance in accordance with Paragraph (k) of this Section each time he preferentially hires to another plant and forfeits all eligible recall rights in writing. Likewise, a preferentially hired employee who has recall rights to a plant that is later shutdown will receive a Relocation Allowance once per shutdown occurrence in accordance with Paragraph (k) of this Section .

An employee exercising preferential hiring rights who is eligible for recall, may answer or refuse recall to his former plant. If recall is refused, the employee will be bypassed until he notifies the former plant to the contrary. Once the former plant has been notified and recall again is offered, the employee must terminate employment at the new plant and report for work at the former plant or lose recall and seniority rights at that plant. When the recall list at the employee's former

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plant is exhausted and recall occurs, the employee must answer the recall or lose any seniority rights held at the former plant.

- (g) An employee who answers recall to work at a former plant may be retained on his current job for a maximum of 45 calendar days. A good faith effort will be made to release the employee as soon as possible. After accepting recall, if retained by the present plant, an employee will not lose bargaining unit rights at his former plant while awaiting release from his job.

Vacancies created by preferentially hired employees accepting recall to their former plant will not be subject to the job posting procedure.

- (h) An employee with recall rights who resigns from the plant in which the employee was preferentially hired, must provide at least two (2) weeks written notice. Failure of such employee to provide notice shall result in loss of recall rights at all other plants and the employee will be terminated.
- (i) Notwithstanding the provisions of Article VIII, Section 11(b), an employee who had two years or less of service at the time of layoff and who is hired under the preferential hiring provisions of this Article VIII, and who retained recall rights will receive service credit, if recalled, at his former plant, provided his total service at such former plant at the time of layoff and any service accumulated at the new plant(s) exceeds two years.
- (j) An employee who is released from employment as the result of the complete and permanent closure of a local tire plant covered by a collective bargaining agreement between the USW and Titan, who makes written application for employment at other tire plants covered by a collective bargaining agreement between the USW and Titan within sixty (60) days of such release from employment, will be given preference in hiring over new employees in such other plants for work on which he is qualified, provided such employee has not assumed the status of a retiree, accepted a Special Distribution. A complete plant closure, for the purpose of this Agreement, the Benefits Agreement and the Supplemental Unemployment Benefits Plan means the complete discontinuance of product manufacturing. Notwithstanding, following the date of complete plant closure, there may be employees continued in non-manufacturing duties at the plant site.

Any such former employee who is hired will be hired as a new employee without service credit for seniority purposes. For all other purposes, he will be credited with the amount of continuous service he had at the time of his release from employment or layoff and, in addition, will receive credit for the amount of service credit for which he would have been eligible under Article VIII, Section 12 (b), as if he were being recalled from layoff.

If such employee refuses a job for which he is qualified, his preferential hiring rights specified above shall be terminated. Such refusal will not prejudice the employee's right to benefits under the Supplemental Unemployment Benefits

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Plan and the Benefits Agreement, provided the employee is eligible for such benefits.

At the time of hire, an employee exercising preferential hiring rights under this provision will forfeit his preferential hiring rights at other plants and his rights to benefits under the S.U.B. Plan and the Benefits Agreement due to termination caused by the plant closure, except that such prior rights shall be reinstated if he is laid off due to a reduction in force prior to the completion of thirty (30) calendar days' continuous service.

An employee who is preferentially hired under the terms of this paragraph will receive a Relocation Allowance in accordance with Paragraph (k) of this Section.

- (k) An employee who accepts a job offer after the effective date of this Agreement under the terms of Article VIII, Section 11(f) or Article VIII, Section 11(j) will be eligible for a Relocation Allowance after the completion of forty-five (45) calendar days continuous service at the new location, provided he is employed, or laid off from a plant, or plants, to which he has preferentially hired.

No Employee will be eligible for a Relocation Allowance until application is made in accordance with the procedure established by the Company. Only one Relocation Allowance will be paid to a family living in the same residence.

The amount of the Relocation Allowance shall be \$1500.00 and will be paid within two (2) weeks after application for such allowance in accordance with the provisions of first paragraph of this Paragraph (k).

The amount of the Relocation Allowance will be reduced by the amount of any relocation allowance or equivalent to which the Employee may be entitled under any present or future legislation only in the case of a plant closure situation.

- (l) In the event of a complete plant closure the Local Union Benefit Representative, upon written request from the Local Union, will be paid his regular rate up to a maximum of forty (40) hours per week for a maximum of six (6) consecutive weeks immediately following the closure for the purpose of assisting former plant employees on benefit matters.
- (m) When considering an employee requesting preferential hire, in order for consideration of a consistent review of their work records, the process will be as follows:
  - (1) Each applicant for preferential hire should have their work record reviewed at the time of layoff.
  - (2) The "sending" plant is responsible for the determination of whether an applicant is "acceptable" or "not acceptable" for preferential hire.
  - (3) Applicants will be determined "not acceptable" for preferential hire for one of the following reasons:
    - a) Work record contains a current or active Last Chance Letter.

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- b) Work record contains any suspension for absenteeism, including a waived suspension, within the last twelve months prior to layoff.

In the event an employee loses employment as a result of a permanent plant closure and applies for preferential hire, the restrictions contained in this section 3 above are hereby waived.

- (4) If the applicant has any current disabling restrictions on his or her record, the applicant will be deemed "acceptable" if he or she is capable, with or without reasonable accommodations, of performing the essential functions of the job.
- (5) Disciplinary records of preferential hires will transfer to the new location.

### Section 12—Recalls

- (a) An employee without seniority rights who is laid off will have no recall rights and will not accumulate any seniority while on layoff. A laid-off employee with seniority will be eligible for recall provided he notifies the Company by letter, telegram, telephone, or personal interview of changes in his address.
- (b) A laid-off employee with seniority with two years or less of service at the time of layoff, and who is recalled within five years from the date of his layoff, shall be given his previous service plus service credit for the time laid-off provided such service credit will not exceed his actual service at time of layoff.

A laid-off employee with more than two years of service at the time of layoff, and who is recalled at any time, shall be given his previous service plus service credit for the time laid off provided such service credit will not exceed two years for any single period of layoff.

- (c) Laid-off employees will be considered, for the purpose of recall only, to accumulate service credit as defined by the terms of this provision during their period of layoff rather than having such service credit deferred to such time as they may be recalled.
- (d) Employees shall be recalled by certified mail in accordance with seniority.

An employee who is on an optional layoff will be placed on an optional layoff list and will be recalled in reverse seniority order to the operation or group of operations from which he took an optional layoff, seniority permitting. In the event that a vacancy on the operation or group of operations from which an employee has taken an optional layoff does not become available after all employees on regular layoff status with more than one (1) year of seniority have been recalled and before any employees with less than one (1) year of seniority are recalled and before new employees are hired, such employees on optional layoff shall immediately be recalled to any vacancy in the plant for which he can qualify. The least senior of



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such employees will be recalled first, but all employees on optional layoff are subject to recall before employees with less than one (1) years seniority and before new employees are hired. Upon written request, an employee on optional layoff will be placed on the regular recall list and recalled in accordance with regular recall provisions.

After an employee has been on optional layoff for ninety (90) days or more, he may return, seniority permitting, to work by notifying the Employment Department at least two weeks prior to date of return.

Employees returning from optional layoff to the classification from which they exited will be placed on the shift they would have achieved had they not left. When movement occurs within a classification, employees on optional layoff will be moved on paper in accordance with Article VIII, Section 5(c) to their next preferred shift according to their seniority. Temporary moves of active employees will then be allowed in accordance with their shift preference to positions only occupied on paper. Any posting in a classification with employees on optional layoff will reflect the shift that remains open as a result of such movement.

When an employee on optional layoff is recalled to a classification different than the classification the optional layoff occurred, the employee will be afforded the opportunity (seniority permitting) to return to the former classification. The employee may elect the new job position and if so, will not have first preference rights to any subsequent job vacancy. Also, the employee will start a new time period for establishing bidding eligibility.

- (e) An employee so recalled must notify the Company of his intentions within forty-eight (48) hours and report for work within five (5) working days. Should he fail to so notify the Company of his intentions, but reports within thirty (30) days from date of recall, and presents a valid excuse for his failure to report earlier, he shall retain his relative position on the recall list, but must await the next available vacancy.
- (f) Employees recalled who report but are unable to return to work because of illness or injury, or who report and cannot qualify for available jobs, will retain their relative position on the recall list.
- (g) Any employee who is recalled and does not respond in accordance with the provisions of this section, or cannot be reached because of his failure to notify the Company of his change of address, or who responds but refuses to accept an available opening for which he is qualified will be removed from the recall list and his seniority terminated.



## **ARTICLE IX - VACATION**

### **ARTICLE IX - VACATION**

#### **Section 1—Eligibility**

- (a) Employees will be entitled to two weeks' vacation with pay after completing one year of continuous service. Employees will be entitled to three weeks' vacation with pay after completing five years' continuous service. Employees will be entitled to four weeks' vacation with pay after completing ten years' continuous service. Employees will be entitled to five weeks' vacation with pay after completing twenty years' continuous service. Employees will be entitled to six weeks' vacation with pay after completing twenty-five years' continuous service.
- (b) The vacation period shall be on a calendar basis from January 1 to December 31 inclusive. Employees will become eligible for vacation with pay on the first anniversary date of their employment. Thereafter, employees shall become eligible for vacation on December 31, except that they become eligible for the additional week of vacation on their fifth (5th), tenth (10th), twentieth (20th), and twenty-fifth (25th) anniversary dates.
- (c) Employees must be on the payroll and working during the calendar year in which their vacation is due in order to be eligible for vacation pay. This clause shall not be construed to prevent an employee from taking vacation for two (2) calendar years in one (1) continuous period over the year end in which event his pay for the second vacation shall be withheld until after he resumes work in that calendar year. When approved by the Company, a vacation may be taken before the employee has worked in the calendar year, and the employee may be given an advance against wages due or vacation pay for that calendar year.
- (d) Employees who leave the payroll after having qualified for vacation in that year, and later complete an anniversary date which would otherwise entitle them to an additional week of vacation in that year, and return in that year or in a subsequent year will be paid such additional week of vacation upon their return to work.
- (e) Employees who are returned to the payroll on or after December 1, up to and including December 31 of each calendar year, and who meet the foregoing continuous service requirements, will have their vacation privileges restored during the ensuing calendar year.
- (f) Employees entitled to vacation who resign with or without notice, or are discharged before they have taken their vacation, shall be entitled to vacation pay at time of exit; and employees laid off shall also be entitled to vacation pay at the time of exit. Vacation pay received at time of layoff is in lieu of vacation time off. If the laid off employee is returned to the payroll during the same calendar year, he may be given, upon request, a leave of absence for his vacation time off.

## ARTICLE IX - VACATION

- (g) In the event an employee who is entitled to a vacation dies before he has taken the vacation, only the person designated as beneficiary of his life insurance benefits provided by the Company to such employee shall be entitled to his accrued vacation pay.
- (h) An employee may receive, upon request, vacation pay in lieu of time off for all eligible vacation weeks, except ten (10) days. Such vacation payment will be made to the employee as soon as practicable after the request is made and eligibility established.
- (i) An employee may at the time of the vacation canvass elect to defer two (2) weeks vacation until the following year, but no longer. The deferred week(s) may not be scheduled during the following years designated thirteen (13) week preferred vacation period.
- (j) An employee who is absent from work due to illness or injury may, upon his request, receive one week's vacation pay for each full week not worked due to such injury or illness up to his maximum number of weeks of vacation eligibility, without taking additional time off. After the 1st week of disability, the employee may also draw day-at-a-time vacation if all weekly vacation is exhausted. Vacation payment will be made at such time that the employee produces satisfactory evidence that his absence was for acceptable reasons.
  - (1) A request may also be made within thirty (30) days of the employee's return to work.
- (k) An employee will be entitled to a vacation in the year in which he retires on pension based upon the applicable percentage of the previous calendar years' earnings. The minimum vacation is applicable only to those employees who have been continuously employed for a period of thirty (30) days in the year previous to the year in which he retires.
- (l) In addition to any vacation to which an employee is entitled through the above eligibility provisions, an employee who retires on pension or who is released as the result of a plant closure and who is entitled to a special distribution under, or a separation payment, or the surviving spouse of an employee who dies, provided such surviving spouse is the beneficiary of the life insurance benefit made available by the Company for such employee, will be entitled to vacation pay based upon the applicable percentage of the employee's earnings in the current calendar year. The minimum vacation is not applicable to this additional vacation pay.

### Section 2—Pay For Vacations

- (a) Vacations will be paid at the rate of 2% of the previous calendar year's earnings for each week of vacation to which the employee is entitled. The minimum pay for a

## ARTICLE IX - VACATION

week of vacation shall be forty (40) hours times the employee's hourly rate at the time the vacation is taken.

- (b) Employees who return to the payroll with seniority after having served in the Armed Forces, and whose vacation pay would be reduced by virtue of that service, shall have as their minimum vacation pay for each week of vacation an amount equivalent to their hourly rate for the week prior to the beginning of their vacation multiplied by the number of their regularly scheduled hours (based on not less than five or more than six days per week.)
- (c) Vacation checks will be distributed before the start of the employee's vacation week.
- (d) Employees who elect pay in lieu of vacation under Article IX, Section 1 (h), shall be paid as soon as practicable after the request is made and eligibility established. Employees who do not take all of their scheduled vacation by December 15, will be paid for all unused vacation.

### Section 3—Scheduling Of Vacations

- (a) If the Company anticipates a shutdown of all or part of the plant for vacations for up to ten days (10), and posts a notice not later than December 1, those employees not scheduled to work during the shutdown who are entitled to a vacation shall consider the shutdown period as vacation. Each day of the vacation shutdowns shall be considered as day at a time vacation. Such shutdown period shall be during the months of June, July (adjacent to Independence Day Holiday) and December (between the Christmas and New Year's Day Holidays) when local schools are recessed. If a vacation shutdown is scheduled for December, it will not carry over into the following vacation year. The Company may schedule the vacation shutdowns up to, but on no more than ten (10) consecutive days during the summer and no more than three (3) consecutive days in the winter. In no event shall the total vacation shut down be more than a total of ten (10) days. In the event of a shutdown in December of 2008, the Company may use one of the summer shut down days for a four (4) day shut down in December of 2008. Consecutive days shall mean consecutive work days and exclude Saturdays, Sundays and Holidays.
- (b) As an exception to Paragraph (a), employees eligible for vacation may schedule their vacation at a time other than the plant shutdown period, for an acceptable valid reason (commitments made for travel, accommodations, etc.), but will be considered on a leave of absence without pay during the shutdown period, if no work is made available to them.
- (c) Employees who are ineligible for vacations during the shutdown period will be considered on layoff if no work is made available to them.

## ARTICLE IX - VACATION

- (d) Vacation selections will conform to the principle of seniority. Selections are limited, by shift, in a department, classification, and crew for each week in accordance with the Company's decision as to the number of employees they may schedule in a given week. Canvassing of employees for vacation preference by the Company will be conducted during the month of December. Vacations will be scheduled from January 1 through December 31. Employees who are on vacation, or hospital pass, or for other reason not available at the time of canvass, must make their vacation preference known to their department prior to the actual canvass. Any employee not designating an available week when canvassed will be bypassed and the canvass will continue to be made. When an employee who has been bypassed desires to assert his preference, his choice will be limited to the weeks available at the time he asserts his preference.
- (e) A posting will be made annually notifying employees of the date the annual vacation canvass is to begin. This notice will include the names of the canvassers in each area. Efforts will be made to contact employees not at work at the time of canvass who did not previously leave a list of vacation preference with their department.
- (f) The Company will agree to post open vacation weeks that may arise during the vacation period. Once a week of vacation occurs in a week that was previously full, that week's opening will be posted in the department for seven (7) calendar days. The senior eligible employee signing the posting will be awarded the open week.

### Section 4—Vacation Day-At-A-Time

Employees will be offered the opportunity to take any or all of their vacation, one day at a time providing the provisions of Article IX, Section 3 are fulfilled. The scheduling of a vacation one day at a time must be with management's approval, not in conflict with production requirements, and scheduled not more than eleven (11) calendar days or less than forty-eight (48) hours in advance. Requests less than forty-eight (48) hours in advance will be considered, production scheduling requirements permitting, but will not be given preference over timely requests.

- (a) Deferred vacations will not be considered for day-at-a-time vacation.
- (b) A week of vacation, one-day-at-a-time, consists of five (5) days; however, any of the six (6) days, Monday through Saturday (or Sunday for Powerhouse Department 160 only,) may be prescheduled as outlined above as a vacation day.
- (c) The rate of pay per day of vacation will be calculated by dividing two percent of the previous year's earnings by five (5) days per week. The minimum vacation pay provisions as outlined in Article IX, Section 2(a) are applicable to this calculation. The daily rate will also apply in the event Saturday (or Sunday for Powerhouse, Department 160 only) is used as a day of vacation.

## ARTICLE IX - VACATION

- (d) Employees who take a day's vacation during the week will have that day credited for payment of time and one-half for hours worked on the sixth day, as provided under Article VI, Section 3(a).
- (e) The advance scheduling of the vacation day will be handled directly through the employee's immediate Supervisor and must be approved by the Supervisor. Answers to requests will be given the next working day after the request. If a vacation day is granted, the employee will be given a vacation receipt so indicating.
- (f) Vacation, one-day-at-a-time, when granted, will be granted in the order in which the requests are made. If two or more employees make the request on the same shift on the same day for the same vacation day, and a vacation day is granted, it shall be granted in order of seniority. Vacation days once scheduled cannot be canceled.
- (g) It is permissible to request and receive two or more consecutive days of vacation with the understanding that each day must be individually requested and each day is individually approved by the supervisor.
- (h) In determining the timeliness of a request, the beginning of the employee's regularly scheduled shift is to be used as the reference point in time.
  - (1) If an individual makes a request for a day of vacation at a time other than during his regularly scheduled shift, in order to meet the 48-hours-in-advance criterion, such request will be considered with any other requests that were made during his last previous regularly scheduled shift. For example, if a first shift employee makes a request for a Friday day of vacation at 6:45 a.m. on Wednesday (prior to his regularly scheduled Wednesday shift), technically he meets the 48-hour-in-advance criterion. However, that request should be considered with any others that were made for the Friday during the regularly scheduled first shift on Tuesday. By doing this, the language which stipulates "if two or more employees make the request on the same shift on the same day for the same vacation day and a vacation day is granted, it shall be granted in order of seniority," can be accommodated.
  - (2) Employees requesting a day of vacation prior to the start of their Friday shift but after the weekend schedule was posted, the day of vacation will be granted for Saturday provided all other vacation scheduling requirements are met and there is another on-shift, in-classification person that can be scheduled.
- (i) When a day of vacation is granted the employee will be considered on vacation for the full 8 hour period starting with the beginning of their regularly scheduled shift. The employee will not be eligible to work during that 8 hour period. Employees

## ARTICLE IX - VACATION

desiring to work overtime must sign for such work. It is then the employee's responsibility to confirm their schedule.

- (j) The day paid as vacation will be incorporated with the week's earnings during which the partial vacation falls.
- (k) An employee's intent to take vacation, one-day-at-a-time, must be expressed at the time of employee canvass for the current vacation year. However, in cases of immediate family illness, one week of weekly vacation may be converted to day-at-a-time vacation. This will be done with the Area Manager's approval. Calendar year for day-at-a-time vacation will be January 1 through December 31.
- (l) Employees taking day-at-a-time vacation on Thursday and Friday will consider Saturday as a voluntary work day unless the allocation for Saturday is full. If the allocation is full, then Saturday must be considered a scheduled work day. Employees desiring to work Saturday overtime must sign for such overtime. It is then the employees' responsibility to confirm their schedule for that Saturday.
- (m) For scheduling purposes, employees may schedule, in order of seniority, day-at-a-time vacation as follows:

Day-at-a-time vacation weeks will be totaled by department or groups of departments, following the annual vacation canvass. Total day-at-a-time weeks will be divided by fifty (50) weeks to determine the number of associates that will be allowed off for any given work day. In the calculation, fractional days will be rounded up to the next whole day. A minimum of one (1) per day will be granted to each department or group of departments. Using the above procedure for day-at-a-time allotments does not preclude the Company from discontinuing daily vacation scheduling during the 13-week summer period if conditions arise to warrant such a discontinuance.

### **Section 5—Vacation Weekly**

- (a) One (1) employee per department will be allowed weekly vacation in departments with less than five (5) employees.
- (b) A minimum of two (2) employees per department will be allowed weekly vacation in departments with five (5) or more employees.
- (c) During years when a summer shutdown is scheduled, to determine the number of employees permitted off on vacation for each department the total number of shutdown weeks will be subtracted from the department's total weeks. To determine the shutdown weeks, round to the nearest whole number of week(s) for each of the summer and winter shutdown periods, but never more than a total of two (2) weeks. Divide the department's remaining weeks to be equally distributed among the weeks of the year

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Examples:

**(4 DOV's) Summer – One Week Shutdown**

Dept.	Total Weeks	Total Shutdown Weeks	Weeks Remaining	Remainder of Year	Rounded
320	417	94	323	51	6.33 or 7 per week for 17 weeks 6 per week for 34 weeks

**(4 DOV's) Summer & (3 DOV's) – Two Week Shutdown**

Dept.	Total Weeks	Total Shutdown Weeks	Weeks Remaining	Remainder of Year	Rounded
320	417	188	229	50	4.58 or 5 per week for 29 weeks 4 per week for 21 weeks

(1) A minimum of one (1) employee per department will be allowed weekly vacation during weeks other than the designated shutdown periods.

(d) During years when no summer shutdown is scheduled, the prime thirteen (13) week summer vacation period from June through August of each year, a calculation of at least 35% vacation liability for each department will be utilized.

The Company will allow at least 35% of a department's total vacation weeks to be scheduled during the designated thirteen-week preferred vacation period.

DEPT	TOTAL WEEKS	35% CALCULATION	35% ROUNDED
320	417	145.9	146 11 per week for 10 12 per week for 3
514	417	145.9	146 11 per week for 10 12 per week for 3
531	346	121.1	122 9 per week for 8 10 per week for 5

The remaining 65% of the department's vacation weeks will be equally distributed among the thirty-nine remaining weeks of the year. It is understood that day-at-a-time vacation allocations will not be affected by the above method of calculation.

**Section 6—Vacation Shutdown Schedule**

(a) If the Company offers work to employees during vacation shutdown periods, the following shall apply:



## ARTICLE IX - VACATION

- (1) When possible, the work shall be offered at least two weeks in advance of the shutdown. In case of emergency or break down of equipment, the notice may be shorter.
  - (2) The work shall be offered on the basis of seniority in the following order:
    - a) employees in the classification where the work is sought
    - b) qualified employees who have insufficient vacation to cover the shutdown (this does not include any employee who has elected vacation outside of shutdown under Article IX, Section 3(b))
    - c) any qualified employee
    - d) within each of the above groups (a, b & c), in department before out of department and on shift shall be preferenced before off shift
  - (3) The Company will not perform any production work during vacation shutdowns and may only perform maintenance and clean up work.
  - (4) The Company may not offer work to more than ten percent (10%) of the bargaining unit without mutual agreement.
- (b) Employees who work any day(s) during the shutdown shall have a day of vacation restored for each day worked.
- (c) If the Company offers work to employees it will be in eight (8) hour increments during vacation shutdown periods. Employees will work on a volunteer basis only.

### **Section 7—Half-Day Vacation**

Employees may use day-at-a-time vacation in half-day increments for a maximum of ten (10) days allowed for day-at-a-time. The following rules would apply to usage of half-days of vacation:

- (a) Half-days would count the same as full days in the department allocations. Two matching half days would count as one allocation.
- (b) Half-days would be scheduled in same manner as day-at-a-time vacation per Article IX, Section 4.
- (c) Employees would not be allowed to match the half-day request if the two half-days would exceed the department allocation.

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- (d) All day-at-a-time vacation scheduling (full or half-day) must be considered in relation to production requirements.
- (e) If requests for the same day at the same time are made, preference would be given to a full day request over a request for half-day vacation.
- (f) Employees taking a half-day vacation may still sign and be scheduled for daily overtime.

## **ARTICLE X - ENGINEERING MAINTENANCE**

### **ARTICLE X - ENGINEERING MAINTENANCE**

#### **Section 1—Engineering Maintenance**

- (a) Employees in the Engineering Maintenance are placed in classifications as follows: Electrician, Instrument Repair, Millwright, Machinist, Pipefitter Oiler, Painter, Tool Crib Attendant, Truck Mechanic, Utility Person, Heating, Ventilating and Air Conditioning Repair, Powerhouse Operator and Maintenance Labor Trainer. The principle of maintenance men working within their classification is agreed to, however, work in other classifications will be assigned for efficient utilization of labor.
- (b) Because of the nature of maintenance work, the need to assign individuals to certain jobs because of experience, and situations of emergency, maintenance employees may be assigned accordingly, providing the opportunity for regular work and daily overtime are reasonably in balance by classification at the end of the calendar year.

The preceding paragraph will not be construed so as to allow the Company to move any employee to a shift other than his own, but will conform to Article VIII, Section 5. However, when training employees for the purpose of operating or maintaining equipment, the Company will provide the training. Employees may be moved, with their approval, to the shift on which the training is to be done for the duration of such training.

- (c) Maintenance job vacancies will be posted in the same manner as all jobs which are subject to the bidding procedure; however, maintenance job vacancies (excluding Utility Person) will not be subject to the job bid procedure as stipulated in Article VIII, Section 6. Maintenance job vacancies will first be offered to qualified apprentices in the classification. If there are no qualified apprentices, other employees in the plant will be considered if they have a URW or USW journeyman card or equivalent, or if they have successfully completed a properly approved apprenticeship program in the appropriate craft, or if they have four or more years of experience in the classification, or if they have qualifications comparable to a new hire applicant. Qualified employees will be considered by seniority.

Employees desiring to be considered for job openings must submit records of qualifications, experience and/or schooling to the Employment Office, verified and furnished by former employers, agencies, schools, etc. Such documentation must be on file prior to the job posting withdrawal date before the employee can be considered for the vacancy.

Vacancies in the Oiler classification will be filled in the following order:

## **ARTICLE X - ENGINEERING MAINTENANCE**

- (1) The senior active applicant judged to be qualified as the result of an interview.
  - (2) The senior employee on layoff judged to be qualified as a result of an interview who submitted records of qualifications, experience and/or schooling to the Employment Office prior to the posting coming down.
  - (3) New hire of a qualified candidate, if found within 60 days from date of first ad appearing.
  - (4) The senior of the plant candidates. Award of an Oiler position to an unqualified person will not prevent management from seeking qualified candidates under this procedure in the future.
- (d) Employees filing vacancies in the maintenance department will use plant-wide seniority for all items relative to seniority and in obtaining a production job in case of being surplus labor.
- (e) When there are employees from maintenance classifications on layoff, posted vacancies in those classifications will be awarded to the senior of:
- (1) Senior bidder in the plant with surplus rights to the vacancy classification.
  - (2) Senior employee on regular layoff from the vacancy classification.
  - (3) Senior employee on regular layoff with surplus rights to the vacancy classification.

If the above procedure does not result in the vacancy being filled, the low senior employee on optional layoff from the vacancy classification will be recalled.

The bidding procedure in Article X, Section 1(c) will be used once all employees from layoff have been recalled.

In case of permanent surplus of labor, the least senior employees of each classification where surplus exists will be declared surplus. Such employees will be referred to the Employment Office and be placed in accordance with Article VIII, Section 10.

- (f) Maintenance employees are expected to furnish standard hand tools required to perform their daily tasks. The Company will repair or replace broken tools, or tools worn out as a result of normal work performed for the Company, provided they are not broken due to carelessness and that the employee has been employed as a craftsman for at least one year. Such repair or replacement must be approved by the Area Manager (or person designated) or the equivalent.

## **ARTICLE X - ENGINEERING MAINTENANCE**

- (g) The Powerhouse must be operated on a seven-day-a-week basis. Powerhouse employees will be scheduled so as to equalize work opportunities as near as practicable. The Powerhouse schedule discussed during negotiations will be put into effect and a copy given to the Union. This schedule may be changed by mutual agreement between the Union President and the Manager of Engineering.
- (h) Employees called in for emergency maintenance work on a holiday shall be guaranteed four (4) hours at their regular rate plus any premium benefits. If he is able to resolve the emergency prior to the four (4) hours, he will be permitted to go home and shall receive the guaranteed four (4) hours pay.

If the employee works four (4) hours or more, they may within the following week, with management's approval, be allowed to take an optional day off from work without pay.

- (i) Maintenance employees shall be allowed ten (10) minutes at the end of the shift to clean up their tools and the work area assigned.
- (j) When job assignments are changed within the Maintenance Division, the change will be for reasons relating to production or maintenance requirements.

An employee's ability and seniority will be considered when it is appropriate to recognize an employee's request for a job change.

Employees that have a preference for a job assignment may place a card on file in the Maintenance Department indicating their preferred job assignment, which will be considered by management in making assignments. On-shift employee's job preference will be considered before the seniority of off-shift employees is recognized.

- (k) Maintenance contracts will not be let for work of a type normally performed by employees of the employer's maintenance department, provided the work can be done with available equipment, within the necessary time and at no greater expense. These provisions do not apply to building expansion programs. When expansion programs involving installations, modernization or relocation of equipment is planned, the Company will review with the Engineering Maintenance Division Committeeman the portion of the work that could be performed by local craft personnel.

The Engineering Maintenance Division Committeeman will be notified in writing at least five (5) days in advance of letting contracts to utilize outside contractors. The notification will provide an explanation of the decision.

In case of emergency, the advance written notification will not apply, with the committeeman being notified as soon as possible.

## ARTICLE X - ENGINEERING MAINTENANCE

- (l) The Skilled Trades Committee has compiled a list of work which would not require advanced notification. The work which would still require advanced notification will be described in more detail on the notification form.
- (m) For weekend overtime scheduling, Maintenance employees can cancel up to 11:00 a.m. on Friday without being charged for an absence and Management has until 3:00 p.m. Friday to schedule employees to work.
- (n) The duties of pipe covering and insulation shall be included in the classification of Pipefitter,

### Section 2—Outside Contracting

- (a) Before the decision is made to use an outside contractor the Company will be assured that all skilled trades personnel in the affected classification(s) are not working less than the standard work day or standard work week, provided we have the proper equipment and skilled persons who can accomplish the work within the allotted time at no greater expense. Operating procedures will be generated by the Manager of Engineering to improve adherence to this commitment.

The Company does not intend to violate or evade any specific provisions of the Agreement, or to violate any spirit, intent, or purpose of the Agreement when using outside contractors. The Company will not alter past practices as far as offering Freeport Plant skilled trades employees Saturday, Sunday and Holiday work opportunities before utilizing outside contractors on those days.

The intent of this letter is to reaffirm to the Union Negotiating Committee the Company's intent to utilize outside contractors only when necessary and justified.

- (b) The parties established the following parameters for conducting Quarterly and Annual Review of outside contracting work performed in the plant that is specified in this Article:
  - (1) The Quarterly meetings will be held during the second, third and fourth quarters of each calendar year.
  - (2) The Annual meeting(s), which will also serve as the first quarter meeting, will be held before March 1st of each calendar year.
  - (3) Standard information that will be provided by the Company to the Contracting Out Committee for the review meetings is as follows:
    - a) Listing of all contracts that were let in the previous quarter, by date, to perform maintenance work that is traditionally performed by plant bargaining unit employees.
    - b) Name of contracting company awarded each contract.

## ARTICLE X - ENGINEERING MAINTENANCE

- c) Nature of the work contracted and location, by Area or Department.
  - d) Labor hours worked for each contract, actual hours if available, estimated hours if actual not available, total labor cost of contract if available.
  - e) Total contracts let and total contractor hours worked for the previous calendar quarter and year.
- (4) In addition to discussing outside contracting, during the annual meeting the parties will discuss any events that have contributed to accomplishing the intent of Article X, Section 4, as well as future plans relative to fulfilling the obligations set forth in this Article.

### Section 3

- (a) All maintenance bargaining-unit work will be performed by employees from within the bargaining unit. Such work will be contracted out only when necessary to assure efficient plant operations. Criteria for considering such decisions are availability of manpower with the necessary training, ability and skills, availability of necessary equipment, reasonably competitive cost, and purchase and performance guarantees at no additional cost to the Company.

(b) Contracting Out Committee

The company agrees to make every reasonable effort to utilize personnel for maintenance work necessary for the plant's manufacturing process. The parties agree to establish person Contracting Out Committee at the local level, half of whom shall be members of the bargaining unit and designated by the Union President, and half will be management. This group should include where applicable the maintenance division chairman, and the appropriate management counterpart. The Committee shall consist of six (6) people and shall meet as required but not less than monthly to attempt to resolve problems in connection with contracting out at the plant.

(c) Notice and Information

- (1) Prior to the Company entering into any agreement or arrangement to use outside contractors to perform maintenance bargaining unit work, the Company will, upon contemplating the use of an outside contractor, provide written Notice to the Contracting Out Committee. Such Notice to be given not less than five (5) days in advance of letting the contract. In the case of an emergency which prevents such advance Notice, the Union will be notified immediately upon the Company becoming aware of the emergency.



## **ARTICLE X - ENGINEERING MAINTENANCE**

(2) Should the Union believe a meeting to be necessary, a written request shall be made within three (3) days (excluding Saturdays, Sundays and holidays) after receipt of such Notice. The meeting shall be held within two (2) days (excluding Saturdays, Sundays and holidays) thereafter. At such meeting, the parties shall review in detail the plans for the work to be performed and the reasons for using outside contractors. The Company will give good faith consideration to any suggestions by the Union members of the committee and to any alternate plan proposed by the Union members for the possible performance of the work by bargaining unit personnel.

(3) Should the Company fail to give Notice as provided above, then not later than thirty (30) days from the later of the date of the commencement of the work or when the Union becomes aware of the work, a grievance relating to such matter may be filed.

(d) **Mutual Agreement**

(1) In the event the Contracting Out Committee resolves a matter in a fashion which in any way permits the use of outside contractors, such resolution shall be final and binding only as to the matter under consideration and shall not affect future determinations under this provision.

(2) No agreement, whether or not reached pursuant to this provision, which directly or indirectly permits the use of outside contractors on an ongoing basis shall be valid or enforceable unless it is in writing and signed by the President of the affected Local Union.

(e) **Expedited Procedure**

(1) In the event either party requests an expedited resolution of any dispute arising under this Section, it shall be submitted to the Expedited Procedure in accordance with the following:

a) In the event the parties cannot reach an agreement regarding the contracting out dispute, the Company may let the contract. Within three (3) days (excluding Saturdays, Sundays and holidays) either party may advise the other in writing they are invoking this Expedited Procedure.

b) Procedures for expedited arbitration will be developed by the parties. At such hearing a Union member and a Company member of the Contracting Out Committee shall represent the respective parties.

## **ARTICLE X - ENGINEERING MAINTENANCE**

- c) The arbitrator shall render a decision within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) of the conclusion of the hearing.
- d) Notwithstanding any other provision of this Agreement, any case heard in the Expedited Procedure before the work in dispute was performed may be reopened by the Union if such work, as actually performed, varied in any substantial respect from the description presented in arbitration.

(f) **Commitment**

In addition to the other understandings described herein, the Company agrees that where total hours worked by employees of outside contractors in the plant on bargaining unit work reach or exceed the equivalent of one (1) full time employee, in a particular craft or classification, defined as forty (40) hours per week over a period of time sufficient to indicate that the work is full time, the work performed by outside contractors will be assigned to employees and the number of bargaining unit employees will be appropriately increased if necessary, unless the work cannot be performed by the addition of an employee(s), or that assignment of the work to employees would not be economically feasible.

(g) **Quarterly Review**

- (1) Quarterly reviews will be held based on the provisions of Article X, Section 2(b) as appropriately revised.
- (2) During the quarterly review, the parties shall review the Company's compliance with the Commitment set forth above, including providing the Union all information necessary to evaluate said compliance. In the event the Union believes that the Company is not in compliance with the Commitment, the Union may enforce the Commitment through the grievance and arbitration provisions of the Agreement, irrespective of the Company's compliance with any other obligation in this provision or any other part of the Agreement. The arbitrator shall remedy the situation, which may include adding labor.

(h) **General Provisions**

(1) **Special Remedies**

- a) Where it is found that the Company (a) engaged in conduct which constitutes willful or repeated violations of this provision or (b) violated a cease and desist order previously issued by an arbitrator, the arbitrator shall fashion a remedy or penalty specifically designed to deter the Company's behavior.

## ARTICLE X - ENGINEERING MAINTENANCE

- b) With respect to any instance of the use of an outside contractor, where it is found that Notice or information was not provided as required under this provision, and that such failure was willful or repeated or deprived the Union of a reasonable opportunity to suggest and discuss practicable alternatives to the use of an outside contractor, the arbitrator shall fashion a remedy which includes earnings and benefits to bargaining unit employees who otherwise may have performed the work.

- (i) Outside Individuals Testifying in Arbitration

No testimony offered by an individual associated with an outside contractor may be considered in any proceeding unless the party calling the outsider provides the other party with a copy of each outside contractor document to be offered in connection with such testimony at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before commencement of that hearing.

### Section 4

The Skilled Trades Representative at the Freeport plant will take on the role of advisor regarding the development and improvement of the programs and processes implemented to improve our competitive advantage. These activities include, but are not limited to, technical skills enhancement, education of safe work practices and procedures, project review, new employee indoctrination and productivity improvement.

Annually, during interim meetings, a joint review of the plant's plan will be made. Components of this review may include:

- (a) review of management's staffing analysis information including rates of attrition and future needs;
- (b) review entry requirements preferencing current employees who meet defined criteria; and
- (c) address upgrading skills, access for production associates, performance based training and basic skills remediation opportunities.

Whereas it is the desire of the parties to establish additional programs consistent with the above to further the skills and effectiveness of the skilled trades organization, the parties recognize the objectives stated herein are of mutual interest and can be accomplished through a joint cooperative effort.

## **ARTICLE XI - MISCELLANEOUS CLAUSES**

### **ARTICLE XI - MISCELLANEOUS CLAUSES**

#### **Section 1—Copies To Employees**

- (a) A copy of this Agreement shall be printed by a union printer and given, by the Company, as soon as they can be printed, to each employee working in and to new employees hiring into the bargaining unit. Sufficient copies shall be furnished to the Union.
- (b) Copies of the Supplemental Unemployment Benefit Agreement and the Benefits Agreement will be given the employees and the Local Union.

#### **Section 2—Training Groups**

- (a) The Company may maintain a production, engineering, and staff training group for the purpose of training and preparing employees for more responsible positions.
- (b) Trainees may be assigned to fill in on temporary vacancies only after all qualified bargaining unit employees have been offered the available work.
- (c) No regular employee will be laid off or transferred because of trainee assignments.
- (d) Trainees will not balance work opportunities with regular employees.
- (e) No time studies will be made on any trainee.

#### **Section 3—Bulletin Boards**

- (a) Space on or adjacent to the factory bulletin boards shall be available to the Union for the purpose of posting notices throughout the plant.
- (b) Notices shall be restricted to the following types:
  - (1) Notices of the Union's recreational, educational, and social affairs.
  - (2) Notices of Union elections, appointments, and results of Union elections.
  - (3) Notices of Union meetings.
  - (4) Other informational notices.
- (c) The Union shall deliver all notices to the Human Resources Office for approval and prompt posting. It will be the responsibility of the Human Resources office to remove such postings on a date mutually agreed to at the time the postings are delivered.

## **ARTICLE XI - MISCELLANEOUS CLAUSES**

### **Section 4—Management Working**

No supervisory personnel shall perform any work which would ordinarily be done by employees in the Bargaining Unit except for emergencies, inventory, trouble-shooting, and demonstrating methods or operations.

### **Section 5—Address And Telephone**

It is each employee's responsibility to keep his current address and telephone number (if any), on record with the Company. Notice of change must be made on proper form available for that purpose and may be made with the employee's Supervisor or at the Human Resources Office. Listed telephone numbers should be in the residence of the employee. When the occasion arises, an attempt will be made to call those who have listed other than a residence number, but the Company will not be responsible for failure to reach such employees.

### **Section 6—Employee Payroll And Production Records**

Whenever possible employees' payroll or production records will not be changed without first consulting the employee. Employees will be furnished with a copy of any adjustment or correction made by the Company to any payroll document which affects their earnings. When the change affects only the performance reported, the employee will be notified of the change that was made at the earliest practical opportunity.

### **Section 7—Effect Of Agreement**

The parties have entered into this Collective Bargaining Agreement, a Benefits Agreement and a Supplemental Unemployment Benefits Plan ("Agreements"). Those Agreements shall constitute the sole and entire Agreement between the parties and supersedes all prior Agreements. The language of these Agreements will prevail over any oral agreements, unless specifically adopted by the Company in writing after the effective date of these Agreements.

For any past Freeport arbitration decisions, Goodyear arbitration decisions on relevant Benefits Agreement or Supplemental Unemployment Benefits Plan language or under the SUB agreement, precedent setting grievance settlements, memorandums of agreement, administrative letters or Standard Practice Letters ("Claimed Precedent") to be considered as applicable, they must be presented by either party before the Company issues a final response at Step 3 or they will not be relevant or admissible in any subsequent step, including, but not limited to arbitration. The parties agree that either party has up to ten (10) days after the close of the third step meeting to present to the other side any relevant "Claimed Precedent" for consideration. If any "Claimed Precedent" is presented, the other party will have until the case is certified for arbitration to provide any countervailing "Claimed Precedent" for consideration. Nothing herein will prevent the parties from arguing why the "Claimed Precedent" is not controlling before an arbitrator.

**ARTICLE XI - MISCELLANEOUS CLAUSES**

For any past arbitration decision at the facility, not disclosed as set forth above, the decision shall not be controlling, but may be introduced for argument in any subsequent arbitration. Nothing herein shall be deemed to limit submission of arbitration cases as argument in accordance with the arbitration protocol.

No oral modifications to the Agreements or oral representations with Goodyear regarding: (a) the Agreements, (b) grievance settlements or (c) past practices that occurred prior to the effective date of these Agreements will be binding on the Company, nor will they be admissible in arbitration proceedings, unless specifically adopted by the Company in writing after the effective date of these Agreements. By "specifically adopted by the Company in writing" includes items in this Agreement as well as those adopted by the following procedure:

- (1) Within 60 days of the effective date, the Union must present a list of all oral modifications, grievance settlements or past practices to the Company for review.
- (2) Within 30 days of the date of presentation of the list, the Company will investigate all oral modifications, grievance settlements or past practices at the facility. The Company will then meet with the union and either accepts the oral modifications, grievance settlements or past practices or ask that the items disputed be specially set before an arbitrator for resolution. The standard for the arbitrator will be whether the oral agreement existed at least one day prior to the effective date of the this Agreement.
- (3) To the extent either party intends to introduce as evidence, refer to or discuss any oral modifications to the Agreements, oral grievance settlements or past practices that are attributed to Goodyear that are not established by this provision, the following will apply. Written notice of said intent must be given no later than 30 days before the arbitration. With said notice must be given the name of the persons who were parties to the agreement, the terms of the agreement and the approximate date of the agreement. Nothing herein prevents either party from arguing any other legal basis from preventing this evidence to be received or considered.
- (4) In no event may either party introduce evidence of either Goodyear's "intent" or the Union's "intent" at the bargaining table prior to the 1997 negotiations. If either party intends to introduce evidence of "intent" the following will apply. Written notice of said intent must be given no later than 30 days before the arbitration. With said notice must be given the name of the person expressing the intent, the approximate date of the statements, copies of all notes regarding the statements. Nothing herein prevents either party from arguing any other legal basis from preventing this evidence to be received or considered.

## **ARTICLE XI - MISCELLANEOUS CLAUSES**

- (5) Nothing in this provision will prohibit either party from introducing either parties' intent or any oral modifications, grievance settlements or past practices attributed to Titan Tire.

### **Section 8—Gloves**

Gloves will be furnished in the first instance by the Company to employees who are regularly assigned to jobs which require usage of gloves, as determined by departmental management.

Replacements will be given only when the old gloves are unusable and turned in to the Company for exchange. Otherwise, the employees must sign a charge slip and have the price of the gloves deducted from his pay. An employee who has been furnished gloves by the Company and subsequently transfers to another job where gloves are not furnished, or who terminates his employment, must turn in his gloves to the Company or pay the price of the gloves.

### **Section 9—Adoption Expenses**

It was agreed that an employee who, while accumulating continuous service during the term of this Agreement, wishes to adopt such a child (a child under age 18 not related to the employee by blood or marriage), will, at the time of court finalization of the adoption, be reimbursed for the following covered expenses:

- (1) Expenses for court costs and investigative, counseling and supervision fees charged by a recognized adoption agency which is licensed by appropriate State or County government authorities, not to exceed one thousand five hundred dollars (\$1,500.00).
- (2) Legal fees associated with the adoption procedure, not to exceed five hundred dollars (\$500.00).

### **Section 10—Lubrication**

The responsibility for lubrication of all plant non-powered rolling equipment would be placed under the responsibility of production, the clean machinery and equipment classification.

### **Section 11—Qualified Guidelines For Overtime And Short Work Week Scheduling**

The term "qualified" as it applies to overtime opportunities and Short Work Week scheduling shall be determined by the following guidelines.

- (1) A list will be maintained for each employee of the jobs they are qualified to perform.



## **ARTICLE XI - MISCELLANEOUS CLAUSES**

- (2) The list will be used for daily, Saturday, Sunday, Holiday overtime and for Short Work Weeks.
- (3) The employee and the Supervisor will be responsible for adding to and removing jobs from the list and recording the proper date of addition or deletion.
- (4) If there is question of "qualified" in a particular classification, the employee must demonstrate to that department their ability to perform the job prior to adding the job to the list.
- (5) Jobs added to the qualified list will be maintained until the employee removes the job from the list, unless removed through job disqualification. An employee removing their name may not reapply for a one (1) year period.
- (6) It is understood that the employee's current job classification will automatically be added to the list once they have satisfactorily completed the learning time.
- (7) In cases of job disqualification, the involved classification will be removed from the employee's list.
- (8) In cases where summer labor is involved, the qualified list for these employees will start over at the beginning of each summer. All jobs trained on will be added to the list. No jobs other than those trained on each summer will be added.

The above guidelines do not restrict the Company's right to use employees as available labor when needed. When making temporary assignments, the low senior employee in the identified available labor classification with the required classification on the qualified list will be moved prior to other qualified labor.

### **Section 12—Lead Hands**

(a) Lead Hands:

Lead Hands will be utilized at the Freeport Plant in accordance with the attached Letter 6.

(b) Implementation Guidelines:

- (1) The selection criteria will be established jointly with minimum standards set for attendance and work history. The application of bargaining unit service will be the determining factor only when all other selection criteria are considered equal.
- (2) In addition to a Lead Hand's regularly assigned job, specific job duties will be determined jointly at the local level and may include but not limited to such duties as the direction of work as required, alignment of labor, canvassing for overtime, various administrative duties including payroll

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within their respective work areas, ordering stock and requisitioning items from stores.

- (3) The rate of the job will be established at the local level and will be no less than an additional ten (10) percent above the rate of the job of their assigned job classification.
- (4) The lead hand will not be permitted to administer discipline.
- (c) The parties agreed that while ultimate authority for certain tasks and duties reside with departmental management, Lead Hands may perform these tasks administratively without conflict with the following CBA provisions:

Article V, Section 4(c) – daily overtime scheduling

Article VII, Section 16(a) – jury duty notification

Article VII, Section 18(c) – funeral leave pay

Article VIII, Section 4(a) – reporting absences

Article IX, Section 4(e) – day-at-a-time vacation

Article XI, Section 5 – address and telephone change notification

Article XI, Section 11 – Qualified list, with the exception of certifying additions to the list

Article XI, Section 15 – home base assignments

Article XI, Section 16 – job preference

The above list may not cover all areas of potential conflicts and may be modified by the parties with mutual agreement.

- (d) The parties agree that a joint oversight committee will be established to monitor implementation of this concept and periodically discuss any issues that may arise out of this process.

### **Section 13–PAC**

In accordance with Federal Election Commission guidelines, the Company will agree to weekly PAC deductions from earnings for each active union member, provided they sign a USW/PAC authorization form.

In consideration, the Union agrees to:

- (1) Provide to the Company a duly executed authorization form signed by the individual employees who wish to have contributions deducted from their earnings.
- (2) Indemnify, defend and save harmless the Company from any claims, suits, judgments, fines, penalties, attachments and from any other form of liability as a result of implementation of this Agreement.

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The pay from which the deduction and the date on which the remittance check is to be delivered to the Union shall be determined by the parties once the deduction system is available.

### **Section 14—Combining Jobs For Scheduling**

For combining jobs for reduced schedule, daily overtime, Saturday, Sunday, Holiday and startup and shut down, the following is a guideline for all departments to follow.

When the sign-up sheets are posted and there are known jobs that will be combined, the sign-up sheets for the combined jobs will be posted on one sheet.

It is recognized there may be cases where the combined jobs are not known until after the normal posting of sign-up sheets.

In either case above, the most senior qualified employee will be scheduled to perform the work on the combined job.

### **Section 15—Home Base Assignments**

- (a) In Department 320 for “Home Base machine assignment.” Each Banbury Operator will be assigned a home base Banbury. Reassignment will be done only when a vacancy occurs or due to a machine breakdown or production requirement changes. As a vacancy occurs, preference will be given to the most senior operator on the shift which the vacancy occurred.

Only two machine moves per opening will be permitted for each Banbury opening.

Department 320 – Overtime with respect to Home Base Machine

Banbury operators working overtime in Department 320 will be assigned to their home base machine, if open, without regard to seniority. After home base machine assignments were made, further openings would be filled by seniority choice. The intent of this provision is that this principle be applied on-shift before offering the preferred machine assignment to an off-shift employee.

- (b) The following guidelines will be implemented in Departments 511 and 531 for “Home base tire machine assignment.” Each builder will be assigned a home base machine and reassignment will be done only as is required by ticket changes. These changes will be made for ticket requirements that are for periods of time of more than one week, and most often will be for a long-range time span.

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### GUIDELINES TO BE FOLLOWED

Whenever a preferenced tire machine is needed on a shift and that machine is not manned, the following guidelines will be used:

- (1) Production Control will identify which machine is least preferenced and that builder will be reassigned to the preferenced machine. If there are two or more moves to be made, the offering of preferenced machines will be made in seniority order of the individuals to be moved.
- (2) If a builder's former home base again becomes a preferenced machine he will be offered the opportunity to return to that machine or retain his current home base. These moves will be recorded on the "machine assignment" sheet, which will be retained in the builder's personnel folder. Any errors made in reassignment will be corrected at the earliest opportunity.
- (3) A new employee or an employee coming to a different shift because of a shift preference opening will be assigned to a home base as is described in paragraph No. I. above. However, builders on the shift where the open machine is located may request to be reassigned to that position. These requests should be in writing and given to the responsible Supervisor. Requests will be considered on a seniority basis and only two machine moves per opening will be allowed. Notification of a preferenced machine opening will be posted on the department bulletin board one week in advance of the machine assignment being made. This will allow the on-shift builders to know which machine is being preferenced and give them an opportunity to request a machine change, if so desired.
- (4) Requests by two builders on the same shift to trade home base machines will be considered only after both builders have been on their assigned machines for three (3) months.
- (5) If realignment of shifts becomes necessary because of a surplus, the following criteria will be followed:
  - a) A builder reassigned to another shift may retain his/her home base tire machine if his/her seniority is greater than the person already assigned on that shift.
  - b) If a reassigned builder does not have seniority to claim their home base, he/she will be assigned to a new home base using the language in paragraph No. 3 of this provision.
  - c) If there are two or more builders being reassigned at a time, seniority among those involved will be used in allowing a selection of their new home base.

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- (6) When multiple units go down, the senior builder will be given the option to build tires or be reassigned.

### **Section 16—Openings Or Preferences Within Job Classifications**

A preference within a job classification will be filled by one (1) senior employee on the shift where the opening exists prior to allowing an employee to move to that shift from another shift, classification or department. Only two preferences will be allowed for each vacancy filled within the production organization. This system would not apply to maintenance vacancies.

### **Section 17—New Hire Orientation**

Involvement of both management and the Union is of value to the orientation process for new employees. The parties recognize the importance of proper new employee orientation and that it is imperative that new employees receive necessary information about the Company and the Union. The Company will pay up to a maximum of eight (8) hours of time lost during the employee's regular shift for this orientation. The logistics of the meeting(s) will be handled by the parties at each plant.

The parties agreed that employees who are hired as part of the bargaining unit will be allowed to meet with local union leadership during their orientation period.

The Company will reimburse employees, who successfully complete their probationary period, for the cost of prescription safety glasses and a vision exam if required. This reimbursement will equal the amount(s) stated in the employee's benefit package.

### **Section 18—Dental Plan**

The current Dental Expense Benefit Plan will continue until notice is issued by the Union to discontinue the Plan. Any increase in the premium for such Dental Expense Benefit Plan shall be borne out of the Cost-of-Living Allowance adjustments and future general wage increases which arise out of the 2006 labor agreement. If the increase in contribution rate for the Plan exceeds the amount of Cost-of-Living Allowance adjustment or general wage increase payable at the time of the increase, the amount which exceeds the increase will be borne by a reduction in basis wage rates.

In the event, however, that the Dental Expense Benefits Plan is discontinued at any time, the amount previously deducted from Cost-of-Living Allowances and general wage increases otherwise payable will be restored to all pay rates effective immediately upon discontinuance of the Plan, or in the event of a deficit in the Plan fund, when the deficit has been repaid. In the event of a surplus in the fund at the time of discontinuance of the Plan, the parties will meet to agree to the method of returning the surplus to the employees.

The roll up on the Cost-of-Living Allowances or general wage increases arising out of the Basic Labor Agreement which is withheld to provide for the Dental Expense Benefit Plan

## **ARTICLE XI - MISCELLANEOUS CLAUSES**

will be applied as a credit to reduce the Cost-of-Living Allowance or general wage increase that would otherwise be withheld.

The Company also agrees to reduce the amount of the Cost-of-Living Allowances or general wage increases that will be withheld during the term of the Dental Agreement effective November 1, 2004, and any subsequent Dental Agreement, to provide for the Dental Expense Benefit Plan, by the amount of roll up. Roll up for the term of the 2004 dental renewal will be based on roll up for the year of 2003. Roll up for the term of any dental renewal beyond the term of the 2004 Dental Agreement will be based on the actual roll up for the year previous to the beginning of the new Dental Agreement period.

The Company will maintain a record of all hours for which employees receive pay and multiply that number by the credit based on roll up. The resulting number will be accounted for on the Company's books as set forth in the "agreed to" administrative letters concerning the Dental Expense Benefit Plan. A report of this information will be provided to the Union on a monthly basis.

Prior to the scheduled expiration of any implemented Dental Agreement, the Company commits to facilitate the solicitation of interested vendors capable of providing the administrative services necessary to accomplish the objectives of the Plan for the renewal period. Contract discussions will be held with invited firms and appropriate Company and Union representatives for the purpose of negotiating the terms of a renewal agreement. The Company further commits to provide any necessary information and pay the reasonable costs associated with these renewal activities.

### **Section 19—Notice On Labor Placements**

The Company will give notice to the Union when labor placements are to be made under Article VIII, Sections 8 (Disqualifications), 9 (Medically Restricted Placements) and 10 (Surplus Labor and Layoffs). With such notice, the Union may participate in such placements when they are scheduled to occur.

### **Section 20—Temporary Assignments Outside Bargaining Unit**

To facilitate communication on such assignments:

- (1) All temporary assignments outside the bargaining unit must receive written pre-approval from the Human Resources Manager.
- (2) The Human Resources Manager will forward a copy of such written pre-approval to the Union President.
- (3) The pre-approval will include the starting time/date and the ending time/date of the assignment. This will be posted in the department as notice.

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- (4) The Company will make management aware of this requirement.
- (5) The Union will make bargaining unit employees aware of this requirement.
- (6) The Company will notify the Union and the employee when the employee has reached 75 cumulative days outside the bargaining unit.



## **ARTICLE XII - SAFETY AND HEALTH**

### **ARTICLE XII - SAFETY AND HEALTH**

#### **Section 1**

- (a) The Freeport plant health and safety program will continue to be of equal importance with product quality and production. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment and will provide competent first aid personnel and furnish protective devices and protective equipment where necessary, and protective clothing on work which is recognized to be abnormally hazardous. When needed, the employer shall provide transportation for injured employees to the hospital. The plant medical personnel, plant safety management or their designee shall determine the best available mode of transportation. The Employer shall provide necessary shower baths, lockers and other facilities for maintaining sanitary conditions throughout the plant. Unique personal protective equipment requirements for documented needs beyond standard and customary shall be addressed on a case-by-case basis.

Boots will be made available to employees required to perform assignments that involve standing in water. Rainwear will be made available when employees are assigned to outside work in inclement weather.

- (b) A Joint Safety and Health Committee ("JSHC") shall be appointed consisting of not more than four representatives of the Company and not more than four representatives of the Union to facilitate the promotion of safe working practices, including ergonomic considerations, and the elimination of unsanitary or unhealthful working conditions within the plant. The JSHC shall be furnished passes for the purpose of entering the plant and investigating safety conditions within the plant. Members of the safety committee shall perform a comprehensive safety and health audit of the entire plant not less than annually. The audit is intended to augment the existing health and safety inspections and tours already in place. The audit process shall be developed at the local plant level, and shall include a process by which priorities are set and action plans developed. When entering the plant for this purpose, the Committee shall notify the Safety Manager on day shift, and appropriate Supervisor on later shifts, of reason for the visit and their destination.

Effective January 1, 2006, the employer shall provide the union safety committee with a weekly allocation of hours to be utilized for committee business based on the following. The allocation will not be accumulated from week to week. These representatives shall work with the employer safety and health department, but under the direction of the union co-chair of the safety committee and the local union president. The employer may agree to the appointment of additional full or part-time union safety reps in addition to those provided by the hours below, to be compensated by the employer. These representatives shall be chosen exclusively by the union.

**ARTICLE XII - SAFETY AND HEALTH**

- 1-50 active bargaining unit employees	10-hours/week
- 51-200 active bargaining unit employees	20-hours/week
- 201-750 active bargaining unit employees	40-hours/week
- 751-1500 active bargaining unit employees	60-hours/week
- 1501-2000 active bargaining unit employees	80-hours/week
- 2001+ active bargaining unit employees	120-hours/week

The preceding provision is inclusive of the existing hours paid currently at each facility. If a facility is currently exceeding the above allocation it will not be reduced below their current level.

- (c) No employee shall be disciplined or discriminated against in any way for suffering an injury or illness, or for reporting an accident in a timely manner. The employer shall not establish any incentive program that discourages employees from reporting accidents, injuries, or illnesses in the plant. Any existing incentive programs shall be evaluated by the plant safety committee with the assistance of the corporate health and safety department and the international union health, safety and environment department.
- (d) Right to Refuse Unsafe Work:
  - (1) No employee shall be required or permitted to work under conditions which may be or tend to be unsafe or injurious to his health or safety and the safety of others.
  - (2) No employee who in good faith exercises his or her rights under this Article shall be disciplined, or suffer any loss of pay or benefits, even if it is later determined that the alleged unsafe condition did not exist.
  - (3) If an employee is concerned about the safety of a specific job or task, the employee will notify a member of management immediately. The member of management will then request a risk assessment to be conducted utilizing the local plant's existing risk assessment procedures.
  - (4) No employee or group of employees shall be required to work on a job or machine while it is considered unsafe by a representative of the joint labor management safety committee. During such time the employee or group of employees shall receive their normal hourly rate.
- (e) The JSHC shall meet not less than once per month for the purpose of discussing safety problems, and will tour the plant periodically to verify that adopted safety recommendations have been complied with. The JSHC may make investigations following serious accidents to determine causes and to explore preventive measures against recurrence. The members shall secure approval from their Supervisor before leaving their jobs for this purpose.

## **ARTICLE XII - SAFETY AND HEALTH**

Union members of the JSHC shall be paid in accordance with Article VII, Section 13.

- (f) Data concerning disabling injuries will be made available to the JSHC upon their request. An employee who signs an accident report will be given a copy of the report at that time.
- (g) When an employee supplies satisfactory evidence that he sustained damage to his eye glasses, hearing aid, or artificial limb while performing the duties of his assigned work with due caution and without interference by other employees, the Company will reimburse the employee for the cost of necessary repairs or replacement. The cost of an examination or prescription will be borne by the employee. The employee must supply evidence that the breakage was done on the job and in the line of duty.
- (h) The Company Chairman of the JSHC shall notify the Committee of recommendations resulting from plant inspections by State or Federal Safety Inspectors. A copy of such recommendations will be provided upon request.

An employee who is requested by a safety inspector from the Office of Occupational Safety and Health administration and is designated by the Union President to accompany the inspector on an inspection tour, will be paid his current hourly rate for the time lost from his regular shift as a result of such plant inspection.

- (i) The Company will pay full travel and hotel expenses, within the limits of established Company policy, for four Union members of the JSHC to attend an annual State Safety Conference. If the State does not have a suitable conference, arrangements will be made to attend the National Safety Conference or the parties may mutually agree to an alternate safety conference.
- (j) In any area where raw materials of known toxicity are being used, the Company will make available to qualified professional testing representatives the formulation of the material in question upon the request of a physician. In all such cases, where the Company has caused blood tests or skin tests to be made of employees, the result of such tests will be furnished to the employee upon his request. Upon request of the Joint Safety and Health Committee, the Company will make skin or blood tests on any employee exposed to toxic material, subject to the employee's approval. The employer shall maintain an Industrial Hygiene monitoring program in each plant. Upon request, representatives from the Joint Safety Committee may be present when such monitoring takes place and such representative will be entitled to copies of such test or monitoring results. All Industrial Hygiene samples will be analyzed by a laboratory meeting the standards of the current laboratory to be selected in accordance with Titan's Insurance carriers.